

**Commonwealth of Virginia**

**REQUEST FOR PROPOSAL**

**Issue Date:** March 7, 2012

**Issue Title:** Medicare Part B Reimbursement- Medical Durable Services

**Issuing Agency:** Department of Behavioral Health and Developmental Services (DBHDS)  
P.O. Box 1797, Richmond, Virginia 23218-1797

Using Agency and Location Where Work Will Be Performed: DBHDS Central Office and 16 Facilities - Statewide

**Period of the Contract:** July 1, 2012 through June 31, 2013.

**Renewals:** Contract may be renewed for six (6) additional periods of one (1) year duration upon mutual agreement between all parties.

**Proposals will be received for furnishing services described herein until:  
Tuesday – April 3, 2012 – 2:00 PM EST**

Submit Comments Questions	Interested parties may submit written comments or questions on any aspect of this RFP by email on or before 5:00 p.m. Monday, March 19, 2012. Please submit your comments and questions to David T. Ray: By email: <a href="mailto:dave.ray@dbhds.virginia.gov">dave.ray@dbhds.virginia.gov</a>
Copies of RFP and Answers submitted Questions	No other questions will be responded to after the Friday, Monday, March 19, 2012 deadline.  May be obtained at <a href="http://www.dbhds.virginia.gov">www.dbhds.virginia.gov</a> on left side of screen click on Admin & Business, then on main list click on Procurements and then click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned.

**Proposal Delivery Information:**

All Proposals shall be addressed: DBHDS, Office of Administrative Services. If mailed, send to P.O. Box 1797, Richmond, VA 23218-1797; if hand delivered Jefferson Building, 8<sup>th</sup> Floor - Room 811, 1220 Bank Street, Richmond, Virginia, 23219. Envelopes should be marked with RFP number and opening date and time. It is the Offeror's responsibility to assure that proposals are received and logged in by Procurement Operations staff at the location indicated by the date and time above, regardless of the method of delivery. LATE proposals will NOT be accepted under any circumstances. This page and the following signature page and all other pages of this RFP must accompany your proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Offeror Name and Address:

_____	Date: _____
_____	By: _____ (Official Signature in Ink)
_____	Printed Name: _____
Telephone: _____	Title: _____
FEI/FIN Number: _____	Email: _____
FAX Number: _____	
eVA Vendor ID: _____	SWAM Certification Number (if applicable)

The following information shall be supplied: (Please Check all that apply)

<input type="checkbox"/>	Contractor DOES consider his/her firm to be a small business.
<input type="checkbox"/>	Contractor does NOT consider his/her firm to be a small business
<input type="checkbox"/>	Contractor IS certified as a small business by VA Department of Minority Business Enterprise.
<input type="checkbox"/>	Contractor is NOT certified as small business by VA Department of Minority Business Enterprise.
<input type="checkbox"/>	Contractor is an eVA-registered vendor. (Learn about eVA at <a href="http://www.eva.state.va.us">www.eva.state.va.us</a> )
<input type="checkbox"/>	Contractor is NOT an eVA-registered vendor.

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## **I. PURPOSE:**

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from Centers for Medicare & Medicaid Services (CMS) certified Suppliers of Durable Medical Equipment, Prosthetics, Orthotics and Supplies (DMEPOS) Contractors to provide Medicare Part B Reimbursement - Durable Medical Equipment (DME) Provider services to the 16 facilities of DMHMRSAS, an Agency of the Commonwealth of Virginia. The facilities participation in this contract shall be optional and based on the number of clients are qualified and if participation would be beneficial to the facility. The contractor shall file Medicare Part B for medical supplies or medical equipment to qualified individuals who have an order from his/hers attending physician and have diagnosis to justify the medical supplies or equipment .

## **II. BACKGROUND:**

The 16 facilities operated by the Department of Mental Health, Mental Retardation and Substance Abuse Services are classified into the following three categories:

### **Mental Health:**

Catawba Hospital – 94 Clients - Catawba, Virginia  
Central State Hospital – 215 Clients - Petersburg Virginia  
Commonwealth Center For Children & Adolescents – 45 Clients - Staunton, Virginia  
Eastern State Hospital – 271 Clients - Williamsburg, Virginia  
Northern Virginia Mental Health Institute – 105 Clients - Falls Church, Virginia  
Piedmont Geriatric Hospital – 104 Clients - Burkeville, Virginia  
Southern Virginia Mental Health Institute – 72 Clients - Danville, Virginia  
Southwestern Virginia Mental Health Institute – 152 Clients - Marion, Virginia  
Western State Hospital – 222 Clients - Staunton, Virginia  
Virginia Center for Behavioral Rehabilitation – 266 Clients - Petersburg, Virginia

### **Mental Retardation:**

Central Virginia Training Center – 353 Clients - Lynchburg, Virginia  
Northern Virginia Training Center – 152 Clients - Fairfax, Virginia  
Southeastern Virginia Training Center – 110 Clients - Chesapeake, Virginia  
Southside Virginia Training Center – 213 Clients - Petersburg, Virginia  
Southwestern Virginia Training Center – 172 Clients - Hillsville, Virginia

### **Medical Center:**

Hiram W. Davis Medical Center – 55 Clients - Petersburg, Virginia

Client counts as of 02-16-2012, Total 2,335, subject to change.

### **III. STATEMENT OF NEEDS:**

- A. The DME Provider/Contractor shall provide the following services:
1. Contact the facilities each month to verify Physician's orders for each individual that is qualified for program.
  2. Provide all CMN's (certificate of medical necessity). DME Provider shall then fax the form to the facility to have the attending physician complete the forms. Each time the individual has a change in Physician's orders for an individual that is receiving product for Enteral Nutrition program, a new CMN will be faxed to the facility for the physician to complete, and fax back to the DME Provider
  3. Create the Physician order, fax to the facility for the Physician to sign and date.
  4. Process all claims for reimbursement.
  5. Delivery all of medical supplies and medical equipment qualified under this program.
  6. Provide for all manufactures warranties according to manufacture warranty policy. The DME Provider will need to make arrangements with facility to pick-up the defective equipment and replace the defective equipment with a new item or a loaner while the defective equipment is being repaired by the manufacture.
  7. Provide all exnteral feeding pumps at the facility. A tracking system needs to be in place of when the enteral feeding pumps went into service and the name of the individual. The DME Provider shall provide adequate number of enteral feeding pumps for backup. DME Provider shall be responsible for all defective pumps being returned to the DME Provider.
  8. Provide a technician every 90 days for the service of oxygen concentrators to check for any malfunction or sooner if requested by the facility.
  9. Be in compliance with all applicable Federal and State licensure and regulatory requirements.
  10. Answer questions and respond to complaints from beneficiaries, and will maintain documentation.
  11. Accept returns of substandard or unsuitable items.
  12. Provide in-service on any product line upon request from the facility.

13. Provide the following equipment and supplies:

canes, crutches, walkers, rollators, wheelchairs, commodes, continuous positive airway equipment, headgear, masks, oxygen concentrators, nebulizers enteral nutrition (pumps, syringes, IV poles, administration sets, formula), glucose monitors, lancets and testing strips, diabetic shoes, hospital beds, patient lifts, trapeze bars, ostomy and urological supplies, tracheotomy supplies, suction pumps, surgical dressings and splints.

14. Provider will need to notify the facility prior to delivery a complete breakdown of the items and quantities to be delivered.

15. Provider shall guarantee products to be delivered to the facilities within 48 hours due to change in protocol.

B. Facility will be responsible for the following forms and Information:

1. Full legal name of the individual
2. Date of Birth
3. Height and Weight
4. Social Security Number
5. Medicare Part B Number
6. Medicaid Number
7. Private Insurance (name of Insurance Company, Policy Number, ID Number, Group Number)
8. Diagnosis
9. Type of supplies needed, amount, and rate
10. Attending Physician's name, UPIN Number and NPI Number

This information will be transferred to the Confidential Client information set up sheet. The form will need to be signed by the Fiscal Officer, or by the Administrator.

The DME Provider will need a signature on the HIPPA Privacy Act for each individual that is in need of supplies or equipment.

The DME Provider will need a Business Associate Agreement signed according to the HIPPA Privacy Act.

DME Provider will provide a Facility Set up Sheet; sheet will need to be completed and faxed back to the DME Provider

The facility will need to provide the DME Provider with the following information:

1. Hospital Stays – will need to know span dates;

2. Death of Client – will need to notify the DME Provider immediately with the date of the death;
3. Admission of new individual in need of supplies – Facility will need to notify the DME Provider;
4. Discharge of client on programs (all supplies for that month and his/hers equipment will need to be sent with the client). DME Provider will also need to be notified;
5. Change in individual's physician's orders;
6. Certificate of Medical Necessity will need to be completed by the attending Physician, signed, and dated. A copy will need to be faxed to the DME Provider with the original being mailed and the facility needs to keep a copy on file
7. Physicians orders will need to be faxed to the DME Provider for any individual that is in need of supplies that are covered by Medicare or Private Insurance, with individual diagnosis;
8. The facility will need to sign off on a Delivery Ticket and a packing slip for each individual that the DME Company is providing supplies;
9. The facility will need to determine the individuals that are in need of supplies that are covered, then to determine what type of benefits that the individual has;
10. Facility will be responsible immediately for reporting to the DME Provider of any malfunction equipment or of any warranty problem;
11. Facility will be responsible for having personnel available to assist in unloading shipments each month; and
12. Facility will need to notify the DME Provider of any disaster to make arrangements for deliveries being shipped or delivered to a different location.

The facility will need to notify the DME Provider of any and all changes concerning the individual that the DME Provider is responsible for. This can be done by fax, phone call or e-mail

Facility will need to have a system in place for information sharing.

1. Food Service Department, name of manager, phone, fax, and e-mail
2. Director of nursing, name, phone, fax, e-mail
3. Client/Medical Records- name, phone, fax, e-mail
4. Dietician, name, phone, fax, e-mail
5. Fiscal Officer, name, phone, fax, e-mail
6. Administrator, name, phone, fax, e-mail

#### **IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

##### **A. General Instructions:**

1. RFP Response: In order to be considered for selection Offerors must submit a complete response to this RFP. One (1) original and four (4) copies must be submitted to the DBHDS. The Offeror shall make no other distribution of the proposal.
2. Proposal Preparation:
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information may be considered non-responsive and be rejected by the Purchasing Agency. Mandatory requirements are those required by law or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information that the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to locate where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify criticality or requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however it may seriously affect the overall rating of the Offerors’ proposal.
  - e. Each original of the proposal should be bound in a single volume.
  - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
3. Oral Presentation of Proposal: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Purchasing Agency. At the Offeror’s request these may be via telephone conference call. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Oral presentations are an option of the agency and may not be conducted.

**B. Specific Proposal Instructions:** Proposals should be as thorough and detailed as possible so that the Purchasing Agency may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Written narrative statement to include:
  - a. Qualifications and experience of Offeror in providing the goods/services described herein;
  - b. Qualifications and experience of key personnel to be assigned to the contract; and
  - c. Complete detail of any support required or expectations of the Purchasing agency.
3. Specific plans and approach to be used for providing the proposed goods/services.
4. List and explain any and all add-on services proposed in addition to the required services.
5. References from at least four previous contracts of the similar size, scope and duration as required in the solicitation. References shall include company name, contact name, contact phone number, address, project title, dates of service, and \$ value of project. Complete and return Attachment A, "Contractor Data Sheet".
6. Complete and return Attachment B, "State Corporation Commission Form.
7. Complete and return Attachment C, "Exceptions to RFP Form".
8. Complete and return Attachment D, "Proprietary/Confidential Information Identification Form".

**V. EVALUATION AND AWARD CRITERIA:**

**A. Evaluation Criteria:** Proposals shall be evaluated by the Purchasing Agency using the following criteria:

1. Qualifications and experience of Offeror in providing the goods/services described herein.

2. Approach to providing the services.
3. Add-on services proposed in addition to the required services.
4. Expectations the Offeror has of the Purchasing Agency.
5. DMBE Certified Small Business.

**B. Award Criteria:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

## **VI. GENERAL TERMS AND CONDITIONS:**

- A. VENDOR'S MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety, except as noted below. The procedure for filing contractual claims is in Section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under manuals. The appeals procedures set forth in the DBHDS Departmental Instruction 810 (ADM) 07 are applicable to these contractual services. A copy of these Instructions is available for review in the offices of the DBHDS.
- B. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of

money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- K. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- L. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- M. **CHANGES TO THE CONTRACT:** Changes can be made to the contract by mutual agreement between the parties in writing through a contract modification agreement issued by the Commonwealth of Virginia.
- N. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may terminate the contract.
- O. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

- 1, Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence.

P. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

Q **DRUG-FREE WORKPLACE:** During the performance of this contract, the employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

R. **NONDISCRIMINATION OF CONTRACTORS:** An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

S. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so

required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**VII. SPECIAL TERMS AND CONDITIONS:**

- 1. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to DBHDS will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that DBHDS has purchased or uses any of its products or services, and the contractor shall not include DBHDS in any client list in advertising and promotional materials.
- 2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after contract expires, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- 3. **CANCELLATION OF CONTRACT:** The contract may be terminated by either party upon 60 days written notice to the other party.
- 4. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be

From: \_\_\_\_\_

_____	_____	_____
Name of Offeror	Due Date	Time
_____	_____	
Street or Box Number	RFP No.	
_____	_____	
City, State, Zip Code	RFP Title	
Name of Contract/Purchase Officer or Buyer _____		

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

5. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for 4 successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
6. **SUBCONTRACTS:** No portion of the work shall be subcontracted.
7. **CONTINUITY OF SERVICES FOR START-UP OF CONTRACT :**

The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon award of this contract.

The Contractor agrees:

- a) To exercise its best efforts and cooperation to effect an orderly and efficient transition from the contractor of the expiring contract;
- b) To obtain all necessary DBHDS facilities information and data available from the existing contractor at an appropriate time prior to the expiration of the contract to facilitate transition to new contractor;
- c) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the old Contractor to the new Contractor; and
- d) Upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to sixty (60) days before the new contract begins and shall negotiate in good faith a plan with the previous contractor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

8. **CONTINUITY OF SERVICES FOR END OF CONTRACT :**

The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, must continue them.

The Contractor agrees:

- a) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- b) To make all necessary DBHDS facilities information and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor;
- c) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor; and

d) The Contractor shall, upon written notice from the Contract Officer, furnish phase- in/phase-out services for up to sixty (60) days before this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

**9. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

**10. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE REGULATIONS PROMULGATED THEREUNDER:**

Except as otherwise limited in this contract, contractor may use or disclose protected health information (PHI) to perform functions, activities, or services for, or on behalf of the Department of Behavioral Health and Developmental Services as specified in this contract. In performance of contract services, Contractor agrees to:

- Not use or further disclose protected health information (PHI) other than as permitted or required by the terms of this contract or as required by law;
- Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this contract;
- Report to the Department of Behavioral Health and Developmental Services any use or disclosure of PHI not provided for by this Contract of which it becomes aware;

- Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of the Department of Behavioral Health and Developmental Services as required by the HIPAA Security Rule, 45 C.F.R. Parts 160, 162, and 164 and the American Recovery and Reinvestment Act (P.L. 111-5) when effective;
- Ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it;
- Report to the Department of Behavioral Health and Developmental Services any security incident of which it becomes aware.
- Contractor shall notify Department of Behavioral Health and Developmental Services of a breach of unsecured PHI on the first day on which such breach is known by Contractor or an employee, officer or agent of Contractor other than the person committing the breach, or as soon as possible following the first day on which Contractor or an employee, officer or agent of Contractor other than the person committing the breach should have known by exercising reasonable diligence of such breach. Notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Contractor to have been, accessed, acquired, used or disclosed during the breach. Contractor shall also provide the Department of Behavioral Health and Developmental Services with any other available information at the time Contractor makes notification to Department of Behavioral Health and Developmental Services or promptly thereafter as information becomes available. Such additional information shall include (i) a brief description of what happened, including the date of the breach; (ii) a description of the types of unsecured PHI that were involved in the breach; (iii) any steps the Contractor believes individuals should take to protect themselves from potential harm resulting from the breach; and (iv) a brief description of what Contractor is doing to investigate the breach, mitigate harm to individuals, and protect against any future breaches.

For purposes of this paragraph, unsecured PHI means PHI which is not encrypted or destroyed. Breach means the acquisition, access, use or disclosure of PHI in a manner not permitted by the HIPAA Privacy Rule or this contract which compromises the security or privacy of the PHI by posing a significant risk of financial, reputational, or other harm to the individual.

- Impose the same requirements and restrictions contained in this contract on its subcontractors and agents to whom contractor provides PHI received from, or created or received by a contractor on behalf of the Department of Behavioral Health and Developmental Services;

- Provide access to PHI contained in a designated record set to the Department of Behavioral Health and Developmental Services in the time and manner designated by the Department of Behavioral Health and Developmental Services, or at the request of the Department of Behavioral Health and Developmental Services, to an individual in order to meet the requirements of 45 CFR 164.524.
- Make available PHI for amendment and incorporate any amendments to PHI in its records at the request of the Department of Behavioral Health and Developmental Services;
- Document and provide to Department of Behavioral Health and Developmental Services information relating to disclosures of PHI as required for the Department of Behavioral Health and Developmental Services to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528;
- Make its internal practices, books, and records relating to use and disclosure of PHI received from, or created or received by a contractor on behalf of Department of Behavioral Health and Developmental Services, available to the Secretary of the U.S. Department of Health and Human Services Secretary for the purposes of determining compliance with 45 CFR Parts 160 and 164, subparts A and E;
- At termination of the contract, if feasible, return or destroy all PHI received from, or created or received by a Contractor on behalf of the Department of Behavioral Health and Developmental Services that the contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

Contractor may use or disclose PHI received from the Department of Behavioral Health and Developmental Services, if necessary, to carry out its legal responsibilities and for the proper management and administration of its business. Contractor may disclose PHI for such purposes if the disclosure is required by law, or if contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially, that it will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and that person will notify the contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

11. **Late Proposals:** To be considered for selection, proposals must be received by the issuing agency by the designated date and time. Proposals received in the issuing office after the date and time designated are automatically disqualified and will not be considered. The issuing agency is not responsible for delays in the delivery of mail by the U. S. Postal Service or other couriers. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing agency's office by the designated date and time. Receipt of proposals scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regular business day.

#### **VIII. METHOD OF PAYMENT:**

All compensation to the Contractor for goods and services provided under this contract shall come through Medicare Part B reimbursements. Contractor shall be responsible for all paperwork and for the filing with Medicare. DBHDS shall not be responsible for any claims denied by Medicare nor shall be responsible for any other cost related to this contract. The Contractor shall accept the amount reimbursed by Medicare as payment in full for all goods and services provided each client under this contract.

**ATTACHMENT A  
CONTRACTOR DATA SHEET**

1. QUALIFICATIONS OF OFFEROR: The Offeror must have the capability and capacity in all respects in order to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: \_\_\_\_\_ years \_\_\_\_\_ months.
3. REFERENCES: Offerors shall provide a list of at least four (4) recent references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION  
TELEPHONE

ADDRESS

CONTACT PERSON

a.) \_\_\_\_\_

b.) \_\_\_\_\_

c.) \_\_\_\_\_

d.) \_\_\_\_\_

4. Offeror name, phone number and State and date of incorporation. If not a corporation, state the type of business organization, names and addresses of owners, address and phone number of principal place of business, date business began and State in which organized:

\_\_\_\_\_  
\_\_\_\_\_

5. Are you a subsidiary firm: \_\_\_YES \_\_\_NO. If yes, list the name and location of your parent affiliation:

\_\_\_\_\_

6. Name and title of firm's official to who further communication should be directed:

\_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE**

## ATTACHMENT B

### State Corporation Commission Form

**Virginia State Corporation Commission (SCC) registration information. The offeror:**

☐ is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

**IMPORTANT:      THIS FORM MUST BE COMPLETED AND RETURNED WITH  
YOUR RESPONSE.**

## ATTACHEMNT C

### EXCEPTIONS TO RFP

Unless stated in this portion of the proposal, all Offerors will be considered to have accepted all the Terms and Conditions of this RFP and any amendments as issued without exception. In addition, offerors should note below any relevant additional services not previously covered in the RFP document that they would like included. Please be detailed in your response.

Name of Firm/Offeror: \_\_\_\_\_

Signature: \_\_\_\_\_

**IMPORTANT:      THIS FORM MUST BE COMPLETED AND RETURNED WITH  
YOUR RESPONSE.**

## ATTACHEMENT D

### PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained, as well as the page numbers, and must state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Firm/Offeror: \_\_\_\_\_, invokes the protections of § 2.2-4342F of the Code of Virginia for the following portions of my proposal submitted on \_\_\_\_\_.

Date

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

**IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.**